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PTO/SB/81 (10-00)

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**REVOCATION AND SUBSTITUTE
POWER OF ATTORNEY OR
AUTHORIZATION OF AGENT**

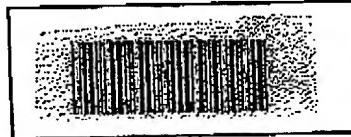
Application Number	09/144,313
Filing Date	August 31, 1998
First Named Inventor	Jay L. Gainsboro et al.
Group Art Unit	2748
Examiner Name	UNKNOWN
Attorney Docket Number	18279-05700

I hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application, and I hereby appoint:



Practitioners at Customer Number

00758



OR



Practitioner(s) named below:

Name	Registration Number

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please change the correspondence address for the above-identified application to:



The above-mentioned Customer Number.

OR

<input type="checkbox"/> Firm or Individual Name			
Address			
Address	State	Zip	
City			
Country			
Telephone	Fax		

I am the:



Applicant/Inventor.

Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).**SIGNATURE of Applicant or Assignee of Record**

Name	Rick Cree, Executive Vice President
Signature	
Date	3/14/01

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

 *Total of one (1) forms are submitted.

18279-05700/SF/5042880.1

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6/12/02
Atty. Dkt. No.: 18279-05700**Certificate Under 37 CFR § 3.73(b)**

Applicant: Jay L. Gainsboro
 Application No.: 09/144,313
 Filing Date: August 31, 1998
 Name of Assignee: T-Netix, Inc.
 Type of Assignee (e.g. corporation, partnership, university, government agency, etc.): Corporation

The above-mentioned Assignee certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A. An assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached; OR

B. A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From: Jay L. Gainsboro
To: Opus Telecom, LLC
The document was recorded in the Patent and Trademark Office at
Reel: 010455 and Frame: 0113, or for which a copy thereof is attached.
2. From: Opus Telecom, LLC
To: Subscriber Solutions, Inc.
The document was recorded in the Patent and Trademark Office at
Reel: _____ and Frame: _____, or for which a copy thereof is attached.
3. From: Subscriber Solutions, Inc.
To: T-Netix, Inc.
The document was recorded in the Patent and Trademark Office at
Reel: _____ and Frame: _____, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other documents in the chain of title are attached.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

3/14/01
 Date



Signature

Rick Cree

Name

Executive Vice President

Title

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6/12/02

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Assignment

For good and valuable consideration, the receipt of which is hereby acknowledged, Opus Telecom LLC (f/k/a Opus Telecom, Inc.), a Delaware limited liability company, having a place of business at 119 Herbert Street, Framingham MA 01702 (referred to as "ASSIGNOR") has sold, assigned, and transferred and does hereby sell, assign, and transfer to Subscriber Solutions, Inc., a Delaware corporation, having a place of business at, 119 Herbert Street, Framingham MA 01702 ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the following patents and patent application:

- (i) U.S. Patent No. 5,655,013 titled "Computer-Based Method and Apparatus for Controlling, Monitoring, Recording and Reporting Telephone Access";
- (ii) U.S. Patent No. 5,926,533 also titled "Computer-Based Method and Apparatus for Controlling, Monitoring, Recording and Reporting Telephone Access";
- (iii) U.S. pending patent application serial no. 09/144,313, filed 8/31/98, also titled "Computer-Based Method and Apparatus for Controlling, Monitoring, Recording and Reporting Telephone Access"; and
- (iv) U.S. Patent No. 6,064,963 titled "Automatic Key Word or Phrase Speech Recognition for the Corrections Industry";

("PATENTS AND APPLICATION"); and

2. The entire worldwide right, title, and interest in and to:

- (a) the PATENTS AND APPLICATION; (b) all patents and applications claiming priority from the PATENTS AND APPLICATION; (c) all divisional, continuation, substitute, renewal, reissue, and other related extensions and applications thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), (c) and (d) above; and (e) all right of priority in the PATENTS AND APPLICATION, together with all rights to recover damages for infringement of provisional rights.

ASSIGNOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

ASSIGNOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. ASSIGNOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

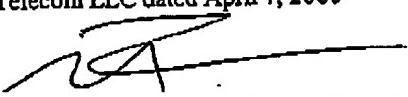
ASSIGNOR represents that ASSIGNOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the ASSIGNOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

ASSIGNOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Notary Seal

Louis W. Mountzores, Assignee for the
Assignment for the Benefit of Creditors
of Opus Telecom LLC dated April 7, 2000



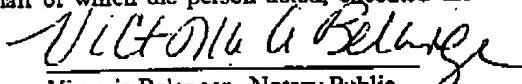
December 7, 2000

State of Massachusetts) S.S.

County of Middlesex}

December 7, 2000

On December 7, 2000 before me, Victoria Belanger personally, appeared Louis W. Mountzores, Assignee for the Assignment for the Benefit of Creditors of Opus Telecom LLC dated April 7, 2000 personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Victoria Belanger, Notary Public

My commission expires 10-21-05

Notary Seal

EXHIBIT B
Assignment – Once Amended

For good and valuable consideration, the receipt of which is hereby acknowledged, Subscriber Solutions, Inc., a Delaware corporation, having a place of business at 119 Herbert Street, Framingham, Massachusetts 01702 (referred to as "ASSIGNOR") has sold, assigned, and transferred and does hereby sell, assign, and transfer to T-Netix, Inc., a Colorado corporation, having a place of business at 67 Inverness Drive East Englewood, Colorado 80112, ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the following patents and patent application:

- (i) U.S. Patent No. 5,655,013 titled "Computer-Based Method and Apparatus for Controlling, Monitoring, Recording and Reporting Telephone Access";
- (ii) U.S. Patent No. 5,926,533 also titled "Computer-Based Method and Apparatus for Controlling, Monitoring, Recording and Reporting Telephone Access";
- (iii) U.S. pending patent application serial no. 09/144,313, filed 8/31/98, also titled "Computer-Based Method and Apparatus for Controlling, Monitoring, Recording and Reporting Telephone Access";
- (iv) U.S. Patent No. 6,064,963 titled "Automatic Key Word or Phrase Speech Recognition for the Corrections Industry"; and
- (v) U.S. pending patent application serial no. 09/570,796, filed 5/12/00, titled "Automatic Key Word or Phrase Speech Recognition for the Corrections Industry";

("PATENTS AND APPLICATIONS"); and

2. The entire worldwide right, title, and interest in and to:

- (a) the PATENTS AND APPLICATIONS; (b) all patents and applications claiming priority from the PATENTS AND APPLICATIONS; (c) all divisional, continuation, substitute, renewal, reissue, and other related extensions and applications thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), (c) and (d) above; and (e) all right of priority in the PATENTS AND APPLICATIONS, together with all rights to recover damages for infringement of provisional rights (collectively, including the PATENTS AND APPLICATIONS, the "BODY OF IP").

ASSIGNOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

ASSIGNOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. ASSIGNOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

ASSIGNOR represents that, with the exception of any rights, titles, and interests in the BODY OF IP conveyed from ASSIGNOR to ASSIGNEE by prior conveyance, ASSIGNOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the ASSIGNOR has

not made and will not hereafter make to any party other than ASSIGNEE any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

ASSIGNOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Name and Signature

Jay W. Tambra

State of Massachusetts } S.S.

County of Middlesex)

Date of
Signature

Dec. 17, 2000

On Dec. 14, 2000 before me, Walter A. Fiskett
personally [DATE] [NOTARY PUBLIC]
appeared Jay W. Tambra personally known to me or proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instrument and acknowledged to me
that he executed the same in his authorized capacity, and that by his signature on the instrument the
person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal

Notary WALTER A. FISKETT

My Commission expires
11/09/02